



Price Agreement Amendment

Page 1 of 1
Printed: 10/14/2005

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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PANBRO SALES CORPORATION
450 VALLEY STREET
PROVIDENCE RI 02908

PM/RPR: LOADERS/TRACTORS/B/HOE

Amendment Date: 10/13/2005

Original Award Date: 11/13/2002

Buyer: HARRIS, STEPHEN A

Phone #: (401) 222 - 2142 ext. 127

FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

2

Award Number

68M00259340

Effective Period:

11/01/2002 - 10/31/2006

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #2

Department				Bid Number	C/O Req #
ADMINISTRATION				B01396	
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #2 CHANGE TO P.O. #68M00259340 DATED 11/13/02 CHANGE EFFECTIVE PERIOD: FROM: 11/1/02 - 10/31/05 TO: 11/1/02 - 10/31/06				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us.

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED



Price Agreement Amendment

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Printed: 10/29/2004

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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PANBRO SALES CORPORATION
450 VALLEY STREET
PROVIDENCE RI 02908

PM/RPR: LOADERS/TRACTORS/B/HOE

Amendment Date: 10/15/2004

Original Award Date: 11/13/2002

Buyer: HARRIS, STEPHEN A

Phone #: (401) 222 - 2142 ext. 127

FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

1

Award Number

68M00259340

Effective Period:

11/01/2002 - 10/31/2005

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Change Order Note: CHANGE ORDER #1

Department				Bid Number	C/O Req #
ADMINISTRATION				MPA-92	B01396
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1 CHANGE TO PO #68M00259340 DATED 11/13/02. THE EFFECTIVE PERIOD HAS BEEN EXTENDED TO 10/31/05.				

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Notice of Price Agreement Award

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Award Number Effective Period:
68M00259340 **11/1/02 - 10/31/04**

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Date: 11/13/2002
Buyer: STEPHEN HARRIS
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ADMINISTRATION
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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-92	B01396
Item		Unit	Unit Price
	<p>11/1/02 - 10/31/04 WITH EXTENTIONS OF UP TO (2) TWO ADDITIONAL YEARS.</p> <p>MASTER PRICE AGREEMENT #92</p> <p>THIS IS A MULTI YEAR CONTRACT. No action is to be taken except as specifically authorized, or as otherwise provided for in the contract provisions.</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056)</p>		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-92	B01396
Item		Unit	Unit Price
	<p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p> <p>THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.</p> <p>ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.</p> <p>THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p>		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-92	B01396
Item		Unit	Unit Price
	IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$15,000.00 WITHOUT PRIOR APPROVAL OF THE DIVISION OF PURCHASES. REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements. PREVENTATIVE MAINTENANCE AND REPAIR: LOADERS, TRACTORS, BACKHOES, AND SKID STEER LOADERS		
1.0	LOADERS - FLAT FEE COST PER PM CHECKLIST (ALL INCLUSIVE PRICE)	EA	445.00
2.0	MOWERS - FLAT FEE COST PER PM CHECKLIST (ALL INCLUSIVE PRICE)	EA	300.00

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Item		Unit	Unit Price
3.0	BACKHOES - FLAT FEE COST PER PM CHECKLIST (ALL INCLUSIVE PRICE)	EA	310.00
4.0	SKID STEER LOADERS - FLAT FEE COST PER PM CHECKLIST (ALL INCLUSIVE PRICE)	EA	211.50
5.0	STRAIGHT TIME LABOR RATE - STATE FACILITY	HR	72.50
6.0	STRAIGHT TIME LABOR RATE - SHOP	HR	62.50
7.0	STRAIGHT TIME LABOR RATE - ROAD	HR	72.50
8.0	2ND YEAR - STRAIGHT TIME LABOR RATE - STATE FACILITY	HR	72.50
9.0	2ND YEAR - STRAIGHT TIME LABOR RATE - SHOP	HR	62.50
10.0	2ND YEAR - STRAIGHT TIME LABOR RATE - ROAD	HR	72.50

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ADMINISTRATION		MPA-92	B01396
Item		Unit	Unit Price
	<p>NOTE: OVERTIME WILL BE COMPENSATED AT 1.5 X STRAIGHT TIME HOURLY. OVERTIME HOURS APPLY FROM 4:00 PM TO 7:00 AM.</p> <p>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.</p> <p>VENDOR TELEPHONE #: 401-274-8300 VENDOR FAX #: 401-861-2880</p>		

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TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

PROPOSAL

1. PICK-UP/DELIVERY FEES (From/To State Facility): When requested, Vendor will provide pick-up and delivery services, the following flat fee will apply.*

Flat Fee Pick-up/Delivery to (or from) any point in the state (excluding Block Island)

\$ 300.00 One Way

Does vendor own pick-up/delivery equipment: X Yes No

If so specify make and model truck trailer.

Numerous Pick up & Delivery Equipment

Note: During requested pick-up and delivery Vendor will be solely responsible for all Liability including bodily injury and property damage.

- 2) PRICE STRUCTURE/READILY AVAILABLE INVENTORY FOR PARTS/FLUIDS
(Other than those in preventive maintenance inspections)

NAME OF MANUFACTURER	CATALOG USED (INCLUDE DATE/EDITION)	PERCENTAGE DISCOUNT	COLUMN OR PRICE BREAK
<u>KOBELCO</u>	<u> </u>	<u>-0-</u>	<u>-0-</u>
<u>JOHN DEERE</u>	<u> </u>	<u>-0-</u>	<u>-0-</u>
<u>FORD</u>	<u> </u>	<u>-0-</u>	<u>-0-</u>
<u>MASSEY-FERG</u>	<u> </u>	<u>-0-</u>	<u>-0-</u>
<u>CASE</u>	<u> </u>	<u>-0-</u>	<u>-0-</u>
<u>NEW HOLLAND</u>	<u> </u>	<u>-0-</u>	<u>-0-</u>
<u>ICB</u>	<u> </u>	<u>-0-</u>	<u>-0-</u>
<u>INTERNATIONAL</u>	<u> </u>	<u>-0-</u>	<u>-0-</u>
<u>BORCAT</u>	<u> </u>	<u>-0-</u>	<u>-0-</u>

NOTE: No "Miscellaneous" or "Supplies" charges will be accepted. All charges and fees must be fully inclusive as entered in the Cost Proposal

3) FLUIDS:

BRAKE FLUID	\$ <u>4.00</u> PER PINT
HYDRAULIC OIL	\$ <u>8.50</u> PER GAL
MOTOR OIL	\$ <u>2.50</u> PER QT
50W90 TRANSMISSION FLUID	\$ <u>2.50</u> PER PINT
20W30 MULTIWEIGHT TRANSMISSION FLUID	\$ <u>2.00</u> PER PINT
POWER STEERING FLUID	\$ <u>2.50</u> PER QT
ANTIFREEZE	\$ <u>8.50</u> PER GAL
WINDSHIELD WASHER FLUID	\$ <u>2.75</u> PER GAL

*The state shall reserve the right to reject invoices for supplies or materials that are billed in excess of the average retail prices.

4) PARTS/FLUIDS - READILY AVAILABLE INVENTORY

FOR THE PARTS/FLUIDS PRICED ABOVE, VENDOR DESCRIBE OR LIST THE PARTS/FLUIDS on hand at Vendor's service location and routinely readily available to bring to DOT Facility Locations for replacement or repairs. (Parts should be reference by manufacturer name and part number.)

<u>Brake Fluid</u>	<u>20/30 Multiweight Trans Fluid</u>
<u>Hydraulic Oil</u>	<u>Power Steering Fluid</u>
<u>Motor Oil</u>	<u>Antifreeze</u>
<u>80/90 Trans Fluid</u>	<u>Windshield Washer Fluid</u>